

CITY OF SAN ANTONIO

DEPARTMENT OF HUMAN SERVICES



REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")

for

CONTRACT MANAGEMENT SYSTEM

6100008101
RFCSP 16-108

Release Date: December 16, 2016

Proposals Due: February 17, 2017

Pre-Submittal Conference: City of San Antonio, Department of Human Services, 106 S. St. Mary's
7th Floor, San Antonio, Texas 78205 at 10:00 a.m. Central Time, on January 9, 2017.

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003 BACKGROUND

The Department of Human Services is undertaking an initiative to implement an automated contract and budget management solution for the Department of Human Services in the Contracts Management Division in order to provide greater efficiency, tracking, and visibility. The Contracts Management Division contracts \$21 million with over 60 various agencies for over 100 programs that invests in human services outcomes to strengthen the services in the community.

Pre-K 4 SA is also undertaking an initiative to implement an automated contract and budget management solution as well. The department has awarded 4.2 million dollars in grants contracts to 15 agencies encompassing 22 different Pre-K educational programs.

The current process is a manual process which requires several levels of approvals throughout the division. The manual process begins when the agencies email their contract, planned scope of work, performance measures, reports, budgets, invoices and budget revisions on an Microsoft Excel spreadsheet or PDF attachment. The division receives the email with the attachment and then the series of reviewing, approving or declining of the submitted information continues throughout the division until it is approved. Tracking the process for each program is inefficient and unreliable creating a great area for human error and inefficiency for both the agency and the division.

Additionally Pre-K 4 SA manages and executes the procurement for child development centers. Currently agencies submit their requested materials; Pre-K 4 SA reviews, approves or denies the procurement request. After materials are purchased Pre-K 4 SA manually tracks items received and issued to the agency. The agency updates the spreadsheet confirming receipt and identifying any issues with the items. Pre-K 4 SA then tracks the expenditure against the agency's allocated budget.

004 SCOPE OF SERVICE

The Department of Human Services and Pre-K 4 SA is requesting proposals that include the following components:

1. A solution to provide a web based portal for agencies to logon to manage contract requirements
 - a. To provide a dashboard in viewing their budget and how much has been spent and how much is available
 - b. Ability to generate performance measures report
 - c. Ability to obtain the progress of approval of submission of a performance measures report automatically
 - d. Ability to obtain the progress of approval of submission of an invoice automatically
 - e. Ability to obtain the progress of approval of submission of a budget revision automatically
 - f. Ability to upload documents into the Contracts Management system
 - g. Ability for external agency users to approve purchased line items as they are received through workflow approval tasks
2. The solution should permit authorized users to manage agencies' logons for security and auditing purposes (levels of access)
 - a. User access control and levels of authority/approvals
3. A solution to automate the workflow process when agencies' make submissions into the system
 - a. Tracks date and time of when, what, and who in the agency viewed, made submissions or changes in the system
 - b. Tracks date and time of when, what, and who in the division viewed, made submissions or changes in the system
 - c. Provides audit trail of all activities done in the system
 - d. Provide a mapped and approval workflow
 - e. Provide a visual workflow approval and visual indicator of status in progress
4. A solution to provide automation in managing of agencies' contracts
 - a. To provide an electronic way for agencies' to submit a scope of work into the system
 - b. To provide an electronic way for agencies' to submit a performance measures report into the system
 - c. To provide an electronic way for agencies' to submit an invoice into the system
 - d. To provide an electronic way for agencies' to submit a budget or budget revision into the system
 - e. System shall automatically send emails to City of San Antonio (COSA) when agencies submit anything into the system
 - f. System shall automatically send email reminders to agencies' if reports are late
 - g. System shall automatically send alert emails to COSA if agency is late in submissions of performance measures reports, invoices and budgets

- h. System shall automatically send alert emails to COSA if agency is not meeting contract goals
 - i. Performance alert notifications should be compiled and viewable on user dashboards
- 5. A solution to automatically subtract expenditures from the Delegate Agency (DA) budget once business workflow approval process is satisfied
 - a. Will track budget to eliminate the use of using spreadsheets
 - b. To provide automated balancing of DA budget when invoices are accepted by COSA Department of Human Services Fiscal section
 - c. Ability to track expenditures and budgets throughout the contract year electronically
 - d. Ability to manage line items within the budget electronically
 - e. Ability to track budget to actual on each program
 - f. Ability to track any budget revisions or adjustments to the budget automatically
 - g. Ability for COSA fiscal staff to make approved adjustments to the invoice when necessary
 - h. Ability of external agencies to create shopping lists with or without pricing for approval
 - i. Ability of grantor to review shopping list and approve/deny specific line items and send to delegate agency for approval
 - j. Ability to sequentially track approved shopping list and impact to the budget
 - k. Ability to create secondary budgets under delegates primary budget
 - l. Ability to route shopping lists to specific secondary budget for utilization
 - m. Shall provide grantor ability to audit line items on shopping list after equipment goods received by delegate (attach pictures, pdf, and/or common file formats)
 - n. Able to print approved and paid shopping list for auditing purposes
- 6. Ability to provide reports electronically
 - a. Reports to identify how many services a program provided
 - b. Reports on different categories of funding awarded to agencies electronically,
 - c. Ability to track and report what agency programs are late or missing reports for the month
 - d. COSA shall have the ability to run queries against data entered such as services provided, types of services, number of clients served, etc.
- 7. A solution should communicate with COSA's accounts payable system
- 8. The solution shall have the ability to print documents/forms that have been submitted into the system and any reports created within the system
- 9. The solution shall convert all documents/forms into a PDF form and Excel
- 10. The solution shall integrate with the City of San Antonio's document management system for records retention purposes
- 11. The creation, modification, secure storage, and electronic workflow/approval routing of contracts
- 12. Detailed and executive-level customizable reporting for contract expiration, contract value, and contract type
- 13. The ability to update/upload contract templates in a variety of common file formats
- 14. The ability to apply electronic signatures either in parallel or sequence
- 15. Ability to search text within budgets, contracts, performance and fiscal report
- 16. Document version control and the ability to compare versions and originators
- 17. The ability to route a contract outside of COSA to vendors or legal counsel for the purpose of review, editing, negotiation, and finalizing the document
- 18. The ability to store and link to a contract other related documents such as certificates of insurance, bonds, scope of work, and/or other necessary exhibits
- 19. The ability to generate email notifications and reminders regarding contract status

20. The assignment of a dedicated account representative
21. Customer support during City of San Antonio business hours for technical difficulties
22. Ability to manage other documents that may require multiple-party review, editing, and approvals
23. The ability to store a library of standard contract clauses, performance measures or dashboard templates that can be inserted into a contract as needed
24. Sample training materials need to be provided by vendor for City of San Antonio's use
25. Proactively notify on contract expiration based on type of contract
26. Allow for role-based security and task assignments
27. Vendors shall provide training for system users
28. Shall integrate with Microsoft Outlook Email and Calendar

The Department of Human Services seeks proposals that will meet the timelines for full implementation and operation by October 1, 2017. This timeline should include any customization, testing, implementation and training phase.

005 ADDITIONAL REQUIREMENTS

Statutory Requirements. Exceptions to the following provisions and exhibits by Respondent and/or their agent will lead to automatic disqualification of Respondent's proposal from consideration.

Sections:

Venue, Jurisdiction and Arbitration
Intellectual Property
Undisclosed Features
Ownership and Licenses
Certifications
Acceptance Criteria (if required)

Exhibits:

Insurance Requirements
Indemnification Requirements

Venue, Jurisdiction and Arbitration. For any dispute or claim arising under the award of a contract for this proposal, venue shall be in Bexar County, Texas, and the laws of the State of Texas shall apply. The City will not contractually agree to engage in binding arbitration and will not contractually agree to relinquish its right to a trial by jury.

Intellectual Property. If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark, Respondent will immediately:

Either:

Obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or,

Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

Reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

Assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Agreement,

Assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

Indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

The Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

The liability claimed shall not have arisen out of the City's negligent act or omission, and

The City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Undisclosed Features. CONTRACTOR warrants that the code and software provided to the City of San Antonio under this agreement does not contain any undisclosed features or functions that would impair or might impair the CITY'S use of the equipment, code or software. Specifically, but without limiting the previous representation, CONTRACTOR warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This Agreement shall not now nor will it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. CONTRACTOR specifically disclaims any unilateral self-help remedies.

Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFCSP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

Certifications. Respondent warrants and certifies that Respondent and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

006 TERM OF CONTRACT

A contract awarded in response to this RFCSP will be for a three (3) year period. The City shall have the option to renew for an additional two (2), one (1) year periods without additional City Council approval.

007 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the City of San Antonio's Department of Human Services, Conference Room, 106 S. St. Mary's, 7th Floor, San Antonio, Texas 78205 at 10:00 a.m., Central Time, on Monday, January 9, 2017. Respondents are encouraged to prepare and submit their questions in writing 2 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

The meeting location is wheelchair accessible. The accessible entrance is located at the building's main entrance. Accessible parking spaces are located at the building's parking garage. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

A call-in number has been set up for the Pre-Submittal Conference. If you choose to dial in, please refer to the contact information below for participation in the conference.

Local Access Dial-In Number: 210-207-9329

Toll Free Dial-In Number: 855-850-2672

WebEx Meeting number: 990 558 339

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

If submitting a hard copy proposal, submit **one (1) COMPLETE** original, signed in ink, and **eight (8)** hard copies **WITH ONLY TABS and documents for Respondent Questionnaire; Experience, Background, and Qualifications; Proposed Plan, etc. (NO SBEDA UTILIZATION PLAN FORMS, VETERAN-OWNED SMALL BUSINESS TRACKING FORM AND/OR PRICING TO BE INCLUDED)** and one (1) compact disk (CD) or USB flash drive containing an Adobe PDF version of the **entire** proposal in a sealed package clearly marked with the project name, **"CONTRACT MANAGEMENT SYSTEM", RFCSP 16-108 (6100008101)**, on the front of the package.

If submitting electronically through City's portal, scan and upload **ALL** documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

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RESPONDENT QUESTIONNAIRE. Use the Form found in this RFCSP as Attachment A, Part One.

EXPERIENCE, BACKGROUND AND QUALIFICATIONS. Use the Form found in this RFCSP as Attachment A, Part Two.

PROPOSAL PLAN AND SOLUTION. Prepare and submit the Proposal based on the requirements stated in the RFCSP and include as Attachment A, Part Three.

CONTRACTS DISCLOSURE FORM. Use the Form in RFCSP as Attachment B which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment C. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) UTILIZATION PLAN FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as Attachment D.

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFCSP as Attachment E.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFCSP as Attachment F. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

REQUIREMENTS TRACEABILITY MATRIX. Use the Requirements Traceability Matrix that is found in this RFCSP as Attachment G.

VETERAN OWNED-SMALL BUSINESS PROGRAM (VOSBP) TRACKING FORM. Complete and return as Attachment H.

CERTIFICATE OF INTERESTED PARTIES FORM. Respondent shall review information regarding Certificate of Interested Parties Form (Form 1295) provided in RFCSP as Attachment I and submit Form 1295 as directed.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (RFCSP 6100008101). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFCSP as Attachment J.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFCSP if awarded a contract in response to this RFCSP. Respondent shall also submit a copy of their current insurance certificate as Exhibit 1.

INDEMNIFICATION REQUIREMENTS. If selected to provide the services described in this RFCSP, Respondent shall be required to comply with the indemnification requirements, Exhibit 2.

SOFTWARE ESCROW AGREEMENT. A software escrow agreement shall be submitted as Exhibit 3.

PROPOSAL BOND. Submit proposal bond in the amount of \$5,000. ~~Submit proposal bond or cashier's check in the amount of 10% of the contract price.~~ For electronic submissions, Respondent must provide the original proposal bond or cashier's check to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

Respondent is expected to examine this RFCSP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

009 CHANGES TO RFCSP

Changes to the RFCSP, made prior to the due date for proposals shall be made directly to the original RFCSP. Changes are captured by creating a replacement version each time the RFCSP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFCSP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFCSP.

010 SUBMISSION OF PROPOSALS

Proposals may be submitted electronically through the portal or in hard copy format.

Submission of Hard Copy Proposals.

Respondent shall submit **one (1) COMPLETE** original signed in ink and **eight (8)** hard copies **WITH ONLY TABS and documents for Respondent Questionnaire; Experience, Background and Qualifications; Proposal Plan and Solution (NO SBEDA UTILIZATION PLAN FORMS, VETERAN-OWNED SMALL BUSINESS TRACKING FORM AND/OR PRICING TO BE INCLUDED)** and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**CONTRACT MANAGEMENT SYSTEM**", **RFCSP 16-108 (6100008101)**, on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than 11:00 a.m., Central Time, on Monday, January 30, 2017 at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk Attn: RFCSP 16-108 (6100008101) Contract Management System
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk
Attn: RFCSP 16-108 (6100008101) Contract Management System
100 Military Plaza, 1st Floor
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Submission of Electronic Proposals. Submit one **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. **ORIGINAL and/or ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Section 008, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk in Section 008, Proposal Requirements MUST** be divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn.

City shall not be responsible for lost or misdirected proposals or modifications.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form. Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short hand names will be accepted in place of the full, true and correct legal name of the entity.

Correct Legal Name. Respondents who submit proposals to this RFCSP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the Respondent Questionnaire form found in this RFCSP as Attachment A, Part One.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the Respondent Questionnaire form, the Director of the Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one-hundred and eighty days (180) following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the City's Chief Technology Officer (CTO).

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Travel and Related Expenses. City of San Antonio (City) Administrative Directive (AD) 8.31 establishes uniform procedures for the processing of requests for travel authorization, advances and reimbursements, identifies travel expenses eligible for payment and establishes proper accounting for all travel-related expenses for City.

Travel and Related Expenses. All proposed costs shall be inclusive of all Vendor's costs including, but not limited to, staffing, administrative overhead, travel, lodging, and any other expenses that may be incurred by the Vendor. The City of San Antonio will not separately reimburse the Vendor for any expenses beyond what the Vendor includes in their pricing proposal.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order. Respondent acknowledge that exemptions to Public Information Act requests may require a brief to be submitted to the Texas Attorney General explaining why the claimed exceptions apply to the information in issue. The City shall not be obligated to submit the brief supporting those claimed exceptions. Respondent shall be solely responsible for submitting the brief and the documents in issue to the Texas Attorney General.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

011 RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Respondents may ask verbal questions concerning this RFCSP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until 4:00 p.m., Central Time, on Friday, January 13, 2017. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal.

Jackie Mendez, Procurement Specialist III
City of San Antonio, Finance Department – Purchasing Division
Jackie.mendez@sanantonio.gov

Questions submitted and the City's responses will be posted with this solicitation.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is David Rodriguez. Mr. Rodriguez may be reached by telephone at (210) 207-0071 or by e-mail at David.Rodriguez3@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

012 EVALUATION CRITERIA

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. In accordance with §252.042, Texas Local Government Code, the selection committee may select all, some or none of the respondents who are judged to be reasonably qualified for award of the contract for interviews. Should the City elect to conduct interviews, selection for interviews will be based on initial scoring, prior to interviewing. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation criteria:

Proposed Solution (25 points)

Experience, Background, Qualifications (35 points)

Pricing (20 points)

SBEDA (20 points)

SBE Prime Contract Program – 10 pts.

Certified SBE firms (see *Small Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Consultants proposing at least 51% SBE participation (Prime and/or Sub-Consultant) will receive ten (10) evaluation criteria points, **and**

M/WBE Prime Contract Program –10 pts.

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Consultants proposing at least 51% M/WBE participation (Prime and/or Sub-Consultant) will receive ten (10) evaluation criteria points.

No evaluation criteria points will be awarded to non-SBE or non-M/WBE Prime CONTRACTORS through subcontracting to certified SBE or M/WBE firms.

013 AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFCSP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFCSP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFCSP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFCSP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award, incorporating the terms and conditions of this RFCSP. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFCSP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot execute a contract within the time specified, City reserves the right to terminate contract discussions with the selected Respondent and commence contract discussions with another Respondent.

This RFCSP does not commit City to enter into a Contract, award any services related to this RFCSP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein. If Respondent takes exception to the terms and conditions of this RFCSP, the City may deem the Respondent non-responsive and not evaluate their proposal.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

014 BONDS

Proposal Bond. Respondent must submit a Proposal Bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of 10% of the contract price. The Proposal Bond shall be valid for 60 days following the deadline for submission of proposals. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Authority bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, the City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any proposals received without a Proposal Bond will be disqualified.

For hard copy proposals, the proposal bond must accompany the proposal. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

The City will accept a cashier's check in lieu of a proposal bond.

Performance Bond. If selected, Respondent shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of the \$270,000.00. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance pursuant to §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number. This bond must be executed and delivered to City prior to commencement of work under this contract.

015 SOFTWARE ESCROW REQUIREMENTS

To ensure that the City will have access to the Contractor's source code in the event that the Contractor is unable to support the software, a copy of the Contractor's source code shall be kept by a trusted third party agreeable to the City. A Software Escrow Agreement, attached as RFCSP Exhibit 3 shall be submitted to evidence the deposit of the source code and the maintenance of the escrow account. The Contractor may submit its own Software Escrow Agreement, provided it is in substantially similar form to the attached RFCSP Exhibit 3, in the determination of the City.

016 ACCEPTANCE CRITERIA

All deliverables submitted to the City hereunder shall be submitted to a designated City employee for approval and that such deliverables comply in all material respects with the requirements as set forth in a Statement of Work.

In the event of any nonconformity or nonfunctionality of deliverables, the City shall provide Respondent written notification within 14 days of delivery. Upon receipt of such notice of nonconformity or nonfunctionality, Respondent shall have 14 days to cure the nonconformity or nonfunctionality.

Upon delivery of the cure, the City will have 14 days to evaluate and determine if such cure is acceptable. In the event the Deliverable remains unacceptable, the City will provide a second notice of nonconformity or nonfunctionality of the system within 30 days of delivery. Respondent shall have an additional 14 days to cure the nonconformity or nonfunctionality.

Upon delivery of the cure, the City will have 14 days to evaluate and determine if such cure is acceptable. In the event the Deliverable remains unacceptable the City will provide Respondent with a third notice of any nonconformity or nonfunctionality of the system and Respondent will forfeit 50% of retained balances on hold with the City at the time the third notice is provided to Respondent.

A retainage in the amount of 10% of the deliverable price shall be held by the City, to be paid upon final acceptance. The City Project Team will review, approve, and sign off on the deliverable. Upon acceptance of each milestone, the Contractor will be paid 90% of the agreed upon milestone.

Upon final acceptance, Contractor shall invoice the City for the 10% final acceptance hold-back payment.

017 TERMINATION

Termination Without Cause. Any Agreement may be terminated by City upon 30 calendar days written notice. In the event of such termination by City, City shall pay Respondent for all work executed and materials delivered to City in accordance with this Agreement, and costs incurred by reason of such termination.

Termination For Cause. Upon written notice, either party may terminate the Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, which shall not be reasonably be withheld,

City's failure for a period of thirty (30) days to pay Respondent for service and/or materials under of this Agreement.

Defaults With Opportunity for Cure. Should Respondent default in the performance of the Agreement in a manner, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Respondent shall have thirty (30) calendar days after receipt of the written notice to cure such default. If Respondent fails to cure the default within such thirty-day cure period, City shall have the right, without further notice, to terminate the Agreement in whole or in part as City deems appropriate, and to contract with Respondent to complete the work required in the Agreement. City shall also have the right to offset the cost of said new Agreement with any subsequent vendor against Respondent future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

Bankruptcy or selling substantially all of company's assets

Failing to perform or failing to comply with any covenant herein required

Performing unsatisfactorily.

Failure to meet acceptance test criteria approval on the third attempt.

Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

Regardless of how the Agreement is terminated, Respondent shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Respondent, or provided to Respondent, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Respondent. Payment of compensation due or to become due to Respondent is conditioned upon delivery of all such documents, if requested.

Termination not sole remedy. In no event shall City's action of terminating the Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Respondent for any default hereunder or other action.

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation. In the event of such termination by City, Respondent shall be entitled to payment in full for all work which Respondent has performed in accordance with this Agreement and all equipment which Respondent has delivered to the City pursuant to this Agreement.

018 SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFCSP:

RFCSP Release	Friday, December 16, 2016
Pre-Submittal Conference	Monday, January 9, 2017 at 10:00 A.M. Central Time
Final Questions Accepted	Friday, January 13, 2017 at 4:00 P.M. Central Time
Proposal Due	Monday, January 30, 2017 at 11:00 A.M. Central Time

019 RFCSP EXHIBITS

RFCSP EXHIBIT 1

INSURANCE REQUIREMENTS

If selected to provide the services described in this RFCSP, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, Purchasing Division, which shall be clearly labeled "**CONTRACT MANAGEMENT SYSTEM**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department, Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Respondent. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Respondent shall be required to comply with any

such requests and shall submit requested documents to City at the address provided below within 10 days. Respondent shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Finance Department, Purchasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFCSP EXHIBIT 2

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFCSP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

RFCSP EXHIBIT 3

SOFTWARE ESCROW AGREEMENT

Account Number _____

This agreement ("Agreement") is effective _____, 20__ among _____ ("Custodian"), _____ ("Depositor") and the Beneficiary, the City of San Antonio ("City"), who collectively may be referred to in this Agreement as the parties ("Parties").

A. Depositor and City have entered or will enter into a license agreement, development agreement, and/or other agreement regarding certain proprietary technology of Depositor (referred to in this Agreement as "the License Agreement").

B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.

C. The availability of the proprietary technology of Depositor is critical to City in the conduct of its business and, therefore, City needs access to the proprietary technology under certain limited circumstances.

D. Depositor and City desire to establish an escrow with Custodian to provide for the retention, administration and controlled access of the proprietary technology materials of Depositor.

E. The parties desire this Agreement to be supplementary to the License Agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

ARTICLE 1 -- DEPOSITS

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the parties, Depositor shall deliver to Custodian the proprietary technology and other materials ("Deposit Materials") required to be deposited by the License Agreement or, if the License Agreement does not identify the materials to be deposited with Custodian, then such materials will be identified on Exhibit A. If Exhibit A is applicable, it is to be prepared and signed by Depositor and City. Custodian shall have no obligation to either party with respect to the preparation, accuracy, execution or delivery of Exhibit A.

1.2 Identification of Tangible Media. Prior to the delivery of the Deposit Materials to Custodian, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete a copy of Exhibit B to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. Each Exhibit B shall be signed by Depositor and delivered to Custodian with the Deposit Materials. Unless and until Depositor makes the initial deposit with Custodian, Custodian shall have no obligation with respect to this Agreement, except the obligation to notify the parties regarding the status of the account as required in Section 2.2 below.

1.3 Acceptance of Deposit. Custodian will conduct a deposit inspection upon receipt of any Deposit Material and associated Exhibit B by visually matching the labeling of the tangible media containing the Deposit Materials to the item descriptions and quantity listed on Exhibit B. Depositor shall provide notice by electronic mail, telephone, or regular mail to the Depositor and Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement. If Custodian determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Custodian will provide Depositor with notice by electronic mail, telephone, or regular mail of such discrepancies. Custodian will work directly with the Depositor to resolve any such discrepancies prior to accepting Deposit Material. Other than Custodian's inspection of the Deposit Materials, Custodian shall have no obligation to the accuracy, completeness, functionality, performance or non-performance of the Deposit Materials.

1.4 Depositor's Representations. Depositor represents as follows:

- Depositor lawfully possesses all of the Deposit Materials deposited with Custodian;
- With respect to all of the Deposit Materials, Depositor has the right and authority to grant to Custodian and City the rights as provided in this Agreement;
- As of the effective date of this Agreement, the Deposit Materials are not the subject of a lien or encumbrance, however, any liens or encumbrances made after the execution of this Agreement will not prohibit, limit, or alter the rights and obligations of Custodian under this Agreement;
- The Deposit Materials consist of the proprietary technology and other materials identified either in the License Agreement or Exhibit A, as the case may be; and

e. The Deposit Materials are readable and useable in the appropriate technical environment their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.

f. The Deposit Materials include the source code corresponding to the computer software licensed by Depositor to City under the License Agreement, except for third-party software that Depositor has no right to provide to Custodian or to City in source code form. Either the License Agreement or Exhibit A properly identifies all third-party software embedded in or associated with the computer software licensed by Depositor to City under the License Agreement that is not included in the Deposit Materials. The Deposit Materials include any pertinent commentary or explanation that may be necessary to render the source code understandable and useable by a trained computer-programming expert who is generally familiar with _____ systems and _____ program code. The Deposit Materials include system documentation, statements of principles of operation and schematics, all as necessary or useful for the effective understanding and use of the source code. Insofar as the "development environment" employed by Depositor for the development, maintenance, and implementation of the Source Code includes any device, programming, or documentation not commercially available to City on reasonable terms through readily known sources other than Depositor, the Deposit Materials shall include all such devices, programming, or documentation. The foregoing reference to such "development environment" is intended to apply to any programs, including compilers, "workbenches," tools, and higher-level (or "proprietary") languages, used by Depositor for the development, maintenance and implementation of the Source Code.

1.5 Deposit Updates. Unless otherwise provided by the License Agreement, Depositor shall update the Deposit Materials within sixty (60) days of each release of a new version, release, addition, modification or update of the licensed software, which is subject to the License Agreement; provided that Depositor shall not be required to make updates more often than once every six (6) months, nor less frequently than once per year. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and Depositor shall sign the new Exhibit B. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. The processing of all deposit updates shall be in accordance with Sections 1.2 and 1.3 above. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

1.6 Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written instructions signed by Depositor and City, or as otherwise provided in this Agreement.

1.7 Verification. City shall have the right to cause a verification of any Deposit Materials once within the first 90 days after the end of the warranty period, and thereafter once in any 12-month period, at Depositor's expense,. City shall notify Depositor and Custodian of City's request for verification. Depositor shall have the right to be present at the verification. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the Deposit Materials as well as to confirm that it compiles to the pertinent object code of the licensed software. If a verification is elected after the Deposit Materials have been delivered to Custodian, then Custodian, or at City's election, an independent person or company selected by City who is reasonably acceptable to Depositor will perform the verification. The Depositor shall be responsible for all costs of the verification, including, without limitation, Custodian's fees associated with the verification, the costs incurred by Depositor relating to such verification (including, without limitation, travel and living expenses for Depositor personnel required to assist with the verification and fees for the services of such personnel, at Depositor's standard daily rates, as applicable).

ARTICLE 2 -- **CONFIDENTIALITY AND RECORD KEEPING**

2.1 Confidentiality. Custodian shall have the obligation to reasonably protect the confidentiality of the Deposit Materials by maintaining the Deposit Materials in a secure, environmentally safe, locked facility which is accessible only to authorized representatives of Custodian. Except as provided in this Agreement or any subsequent agreement between the Parties, Custodian shall not disclose, transfer, make available to any party, or use the Deposit Materials. Custodian shall not disclose the terms of this Agreement to any third party. If Custodian receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, Custodian will immediately notify the parties to this Agreement of same in writing, unless prohibited by law. It shall be the responsibility of Depositor to challenge any such order; provided, however, that Custodian does not waive its rights to present its position with respect to any such order. Custodian will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 7.6 below. Custodian will not be required to disobey any order from a court or other judicial tribunal.

2.2 Status Reports. Custodian shall provide to Depositor and City access to the Custodian's real-time, on-line portal to view data and documentation relative to this Agreement. Upon request, Custodian will provide ad hoc status reports to Depositor and City.

2.3 Audit Rights. During the term of this Agreement, Depositor and City shall each have the right to inspect the written records of Custodian pertaining to this Agreement. Any such inspection shall occur during normal business hours and following reasonable prior notice.

ARTICLE 3 -- RIGHT TO MAKE COPIES

Custodian may make copies of the Deposit Materials as necessary to meet its obligations under this Agreement, while retaining a copy to carry out its obligations for other licensees who may benefit from the same arrangement. Custodian shall include in any copies all copyright, non-disclosure and other proprietary notices and titles contained on the Deposit Materials. With all Deposit Materials submitted to Custodian, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials, including, without limitation, instructions as to necessary hardware or software. In all other respects, Custodian shall not make copies of the Deposit Materials except to fulfill an order of a court of competent jurisdiction (see Section 2.1).

If for any reason Custodian should make any copy of the Deposit Materials, Custodian shall promptly give written notice to Depositor of such action and shall explain the reason for such copying in the notice.

ARTICLE 4 -- RELEASE OF DEPOSIT

4.1 Release Conditions. As used in this Agreement, "Release Condition" shall mean the occurrence and continuance of any of the following:

- a. Entry of an order for relief regarding Depositor under Title 11 (bankruptcy) of the United States Code, the making by Depositor of a general assignment for the benefit of its creditors, the appointment of a general receiver or trustee in bankruptcy of Depositor's business or property, or the commencement of similar proceedings under the bankruptcy, insolvency, liquidation or reorganization laws of any state or any other country or province (except that where entry of an order, appointment of a receiver or trustee in bankruptcy, or commencement of bankruptcy or insolvency proceedings is effected on an involuntary basis, then Depositor shall have 60 days to have such case or proceeding dismissed);
- b. Depositor's failure to continue to do business in the ordinary course;
- c. Any decision by Depositor to withdraw maintenance services in support of the Depositor software licensed by Depositor to City under the License Agreement;
- d. The occurrence of a material breach (*or a series of related breaches that collectively are material*) under the implementation, maintenance and support terms of the License Agreement, which Depositor fails to cure within thirty (30) days (or such longer period of time as may be reasonable under the circumstances) after written notice of such breach;
- e. The occurrence of any condition (*whether or not qualifying as a breach*) having a critical impact on necessary business functions (*such as a continuing loss of service or data*), which Depositor cannot or will not assure City will be corrected so to restore necessary business functions using all reasonable means, and the release of the Deposit Materials is reasonably believed to enable City to remedy such condition critically impacting City's use of the licensed software to meet necessary business functions; and, for purposes of this Agreement, if a Release Condition is claimed by City to exist on this basis, then, notwithstanding Sections 4.2 and 4.3 hereof, Custodian will, without delay, release the Deposit Materials to City immediately upon Custodian's receipt of written notice of such Release Condition in which City shall explain why it believes the Deposit Materials will enable City to resolve such critical impact condition and why an immediate release is required, but City shall commit to surrender the Deposit Materials to Custodian or Depositor promptly after the correction has occurred to restore necessary business functions.

4.2 Filing For Release. If City believes in good faith that a Release Condition has occurred and is continuing, then City, at any time, may provide to Custodian written notice of the occurrence of the Release Condition and a request for the release of the Deposit Materials. Within five (5) business days of receipt of a written notice, Custodian shall provide a copy of the notice to Depositor. Custodian will promptly notify the Parties unless Custodian acknowledges or discovers independently, or through the Parties, its need for additional documentation or information in order to comply with this Section. Such need for additional documentation or information may extend the time period for Custodian's performance under this section.

4.3 Contrary Instructions. From the date Custodian mails the notice by overnight express mail requesting release of the Deposit Materials, Depositor shall have ten (10) business days to deliver to Custodian contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Upon receipt of Contrary Instructions, Custodian

shall send a copy of Contrary Instructions to City by overnight commercial express mail. Additionally, Custodian shall notify both Depositor and City that there is a dispute to be resolved pursuant to Section 7.4 of this Agreement. Subject to Section 5.2 and 4.1(e) of this Agreement, Custodian will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and City; or (b) dispute resolution pursuant to Section 7.4; or (c) an order from a court of competent jurisdiction.

4.4 Release of Deposit. If Custodian does not receive Contrary Instructions from the Depositor, or if the Preferred Beneficiaries request to release is based on 4.1(e), Custodian is authorized to release the Deposit Materials to the City. However, Custodian is entitled to receive any fees due Custodian before making the release. This Agreement will terminate upon the release of the Deposit Materials held by Custodian.

4.5 Right to Use Following Release. Unless otherwise provided in the License Agreement, upon release of the Deposit Materials in accordance with this Article 4, City shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to City by the License Agreement. City shall be obligated to maintain the confidentiality of the released Deposit Materials. In the event that the Deposit Materials shall be delivered out of escrow to City pursuant to the terms hereof, City shall be entitled to request and obtain immediately from Depositor any modifications, updates, new releases or new documentation (including source code for any such software) related to the software then licensed by City from Depositor, insofar as the same have not been included in any previous deposit.

ARTICLE 5 -- **TERM AND TERMINATION**

5.1 Term of Agreement. The initial term of this Agreement is for a period of one year. Thereafter, this Agreement shall automatically renew from year-to-year unless (a) Depositor and City jointly instruct Custodian in writing that the Agreement is terminated; (b) Custodian instructs Depositor and City in writing ninety (90) days after its renewal date, that the Agreement is terminated for nonpayment in accordance with Section 5.2; or (c) Custodian reserves the right to terminate this Agreement, for any reason, other than for nonpayment, by providing Depositor and City sixty (60) days written notice of its intent to terminate this Agreement. If the Deposit Materials are subject to another escrow agreement with Custodian, Custodian reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2 Termination for Nonpayment. In the event of the nonpayment of fees owed to Custodian, Custodian shall provide written notice of delinquency to all parties to this Agreement. Any party to this Agreement shall have the right to make the payment to Custodian to cure the default. If the past due payment is not received in full by Custodian within one (1) month of the date of such notice, then Custodian shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to all parties. Custodian shall have no obligation to take any action under this Agreement so long as any payment due to Custodian remains unpaid.

5.3 Disposition of Deposit Materials Upon Termination. Subject to the foregoing termination provisions, and upon termination of this Agreement, Custodian shall destroy, return to Depositor, or otherwise deliver the Deposit Materials in accordance with Depositor's instructions. If there are no instructions, Custodian may, at its sole discretion, destroy the Deposit Materials or return them to Depositor. Custodian shall have no obligation to destroy or return the Deposit Materials if the Deposit Materials are subject to another escrow agreement with Custodian or have been totally released to the City in accordance with Section 4.4.

5.4 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. Depositor's Representations (Section 1.4);
- b. The obligations of confidentiality with respect to the Deposit Materials;
- c. The obligation to pay Custodian any fees and expenses due;
- d. The provisions of Article 7;
- e. Section 4.5 to the extent applicable; and
- f. Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

ARTICLE 6 -- **CUSTODIAN'S FEES**

6.1 Fee Schedule. Custodian is entitled to be paid its agreed fees and expenses applicable to the services provided by Depositor. Custodian shall notify the Depositor for payment of Custodian's fees at least sixty (60) days prior to any increase in fees. For any service not listed on Custodian's standard fee schedule, Custodian will provide a quote prior to rendering the service, if requested.

6.2 Payment Terms. Custodian shall not be required to perform any service, including release of any Deposit Materials under Article 4, unless the payment for such service and any outstanding balances owed to Custodian are paid in full. Fees are due upon receipt of a signed contract or receipt of the Deposit Materials whichever is earliest. If invoiced fees are not paid, Custodian may terminate this Agreement in accordance with Section 5.2.

ARTICLE 7 -- LIABILITY AND DISPUTES

7.1 Right to Rely on Instructions. Custodian may act in reliance upon any instruction, instrument, or signature reasonably believed by Custodian to be genuine. Custodian may assume that any employee of a party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Custodian will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. Custodian shall not be responsible for failure to act as a result of causes beyond the reasonable control of Custodian.

7.2 Indemnification. Depositor agrees to indemnify, defend and hold harmless Custodian from any and all claims, actions, damages, arbitration fees and expenses, costs, reasonable attorney's fees and other liabilities ("Liabilities") incurred by Custodian directly resulting from this escrow arrangement, except where it is adjudged that Custodian acted with gross negligence or willful misconduct.

7.3 Limitation of Liability and Waiver of Consequential Damages.

(a) Notwithstanding anything else herein, all liability, if any, whether arising in contract, tort (including negligence) or otherwise, of Custodian under this Agreement shall be limited to the amount equal to ten times the then annual fees owed or paid to Custodian under this Agreement. If claim or loss is made in relation to a specific deposit or deposits, such liability shall be limited to the fees related specifically to such deposits. This limit shall not apply for: (I) any claims of infringement of any patent, copyright, trademark or other proprietary right; (II) liability for death or bodily injury; (III) damage to tangible property (excluding the Deposit Material); (IV) theft; or (V) proven gross negligence or willful misconduct.

(b) In no event will Custodian be liable for any incidental, indirect, special, exemplary, punitive or consequential damages, including, but not limited to, damages (including loss of data, revenue, and/or profits) costs or expenses (including legal fees and expenses), whether arising in contract, tort (including negligence) or otherwise even if the possibility thereof may be known in advance to one or more parties and whether foreseeable or unforeseeable, that may arise out of or in connection with this Agreement.

7.4 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions.

7.5 Notice of Requested Order. If any party intends to obtain an order from the arbitrator or any court of competent jurisdiction, which may direct Custodian to take, or refrain from taking any action, that party shall:

- a. Give notice to Custodian at least five (5) business days prior to the hearing; and
- b. Include in any such order that, as a precondition to Custodian's obligation, Custodian be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order.

ARTICLE 8 -- GENERAL PROVISIONS

8.1 Entire Agreement. This Agreement, which includes Exhibits described herein, embodies the entire understanding among the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. Custodian is not a party to the License Agreement between Depositor and City and has no knowledge of any of the terms or provisions of any such License Agreement. Custodian's only obligations to Depositor or City are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the parties hereto, except that Exhibit A need not be signed by Custodian, Exhibit B need not be signed by City and Exhibit C need not be signed.

8.2 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in the attached Exhibit C. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Any correctly addressed notice or last known address of the other parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by registered mail, or

through messenger or commercial express delivery services. Unless otherwise provided in this Agreement, all non-critical documents (such as invoices) and non-critical communications may be delivered by First Class mail.

8.3 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. However, Custodian shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or City unless Custodian receives clear, authoritative and conclusive written evidence of the change of parties.

8.5 Waiver. Any term of this Agreement may be waived by the party entitled to the benefits thereof, provided that any such waiver must be in writing and signed by the party against whom the enforcement of the waiver is sought. No waiver of any condition, or breach of any provision of this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy.

8.6 Regulations. Depositor and City are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and reexport laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

8.7 Attorney's Fees. Each party shall be responsible for its own attorney fees to enforce this agreement.

8.8 No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.

8.9 Authority to Sign. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement.

8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

Depositor

By:

Name:

Title:

Date:

City

By:

Name:

Title:

Date:

Custodian

By: _____

Name: _____

Title: _____

Date: _____

RFCSP EXHIBIT 4

INTERLOCAL PARTICIPATION

The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Request for Offer (hereafter "RFCSP"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to vendor's acceptance. Entities desiring to acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this contract. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

RFCSP EXHIBIT 5

SBEDA Ordinance Compliance Provisions

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

Waiver Request - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Subcontracting Goal- Waiver Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Waiver request must fully document Subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which Subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.** More information on the good faith effort criteria is available within the Subcontracting Goal – Waiver Request Evaluation Criteria at <http://www.sanantonio.gov/SBO/Forms.aspx>.

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the SBEDA Ordinance). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

Award – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract).

Best Value Contracting – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

Centralized Vendor Registration System (CVR) – a mandatory electronic system of hardware and software programs by which the City recommends all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Certification – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City may accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6.

City – refers to the City of San Antonio, TX.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

Control – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

Economic Inclusion – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

Emerging SBE (ESBE) – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Emerging M/WBE – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Evaluation Preference – an API that may be applied by the Goal Setting Committee to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis

that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.

Formal Solicitation – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

Goal Setting Committee (GSC) – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

Good Faith Efforts – documentation of the Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and CONTRACTORS that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

Joint Venture Incentives – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform non-Construction services on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include

Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

Minority/Women Business Enterprise (M/WBE) – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of M/WBEs that have been certified for participation in the City's M/WBE Program APIs.

M/WBE Subcontracting Program – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or
- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

M/WBE Evaluation Preference – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons with origins in any of the black racial groups of Africa.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the City department or authorized representative of the City which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City.

Race-Conscious – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of “Race-Conscious”). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Race-Neutral – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of “Race-Neutral”).

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm’s submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the City’s 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

Segmented M/WBE Goals – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

SBE Directory – a listing of small businesses that have been certified for participation in the City’s SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE’s performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the City that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in this Ordinance.

Solicitation Incentives – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City's issuance of a notice to proceed.

Suspension – the temporary stoppage of an SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Ordinance is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers;

3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

SBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 7. (a), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE (see *Small Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm, **and**

M/WBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 8. (b), this contract is being awarded pursuant to the M/WBE Prime Contract Program and as such, CONTRACTOR affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

RFCSP EXHIBIT 6

NON-DISCRIMINATION

Non-Discrimination. As a party to this contract, {Contractor or Vendor} understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

RFCSP EXHIBIT 7

CITY OF SAN ANTONIO (COSA) TECHNICAL STANDARDS

ATTACHED AS A SEPARATE DOCUMENT

RFCSP EXHIBIT 8

CITY OF SAN ANTONIO SECURITY POLICIES

- All hardware must be PCI compliant and listed on the PCI-DSS website as such.
- Any payment application must be PA-DSS certified and listed on the PCI-DSS website as such.
- Any integrated solution must be capable of meeting PCI compliance requirements when installed in our infrastructure.
- Additional security requirements are provided in the City of San Antonio Administrative Directives 7-3a, 7-4a, 7-8d (<http://www.sanantonio.gov/EmployeeInformation/Directives.aspx>).
- Hosting provider of cloud-based solutions should be SSAE 16 certified.

020 RFCSP ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

RESPONDENT QUESTIONNAIRE

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____

☐ Partnership

☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ____ No ____

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ____ No ____ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ____ No ____ If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

- b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ____ No ____ If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

- d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ____ No ____ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ____ No ____ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ____ No ____ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ____ No ____ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ____ No ____ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ____ No ____ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide three (3) references, that Respondent has provided similar services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Contract Term, Type of Service(s) Provided and Estimated Value:

Contact Email Address: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Contract Term, Type of Service(s) Provided and Estimated Value:

Contact Email Address: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Contract Term, Type of Service(s) Provided and Estimated Value:

Contact Email Address: _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. List and describe three relevant projects of similar sizes. Identify associated results or impacts of the project/work performed.
2. Provide an organization history/management summary and evidence that the organization and/or its officers have been engaged for a minimum of three (3) years in providing similar products and services as described herein.
3. Describe your organizations growth for the past three (3) years.
 - a) Describe any restructuring, mergers, and/or downsizing that has occurred over the past three (3) years or is anticipated in the next two (2) years
4. Provide sufficient personnel, knowledge, and experience required to maintain an appropriate level of professionalism and coverage for performance of requirements outlined herein.
5. Provide a list of proposed personnel with resumes specifying qualifications and relevant experience.
6. Describe Respondent's experience relevant to the Scope of Services as requested by this RFCSP for the following:
 - a) A solution to provide a web based portal for agencies to logon to manage contract requirements.
 - b) Capabilities to manage agencies logons for security and auditing purposes (levels of access).
 - c) A solution to provide automation in managing of agencies contracts.
 - d) A solution to automatically subtract expenditures from the budget once business workflow approval process is satisfied.
 - e) Ability to configure and provide reports electronically, in various formats, documents (i.e. Word, Excel, PDF, Crystal Reports, etc...).
 - f) Reports to identify how many services a program provided.
 - g) Customizable and automated reports, contracts, fiscal documents, etc... submission reminders.
 - h) Integration with the City of San Antonio accounts payable and documents management systems for processing invoices and payments record keeping, document management and storage.
 - i) The solution and users shall have ability to identify and format various document types, i.e contract, performance measures, invoices, budget revisions, etc... for document management storage and records retention.
 - j) The solution shall have the ability to print documents/forms that have been submitted into the system and any reports created within the system.
 - k) The solution shall transpose all documents/forms into a PDF form.
 - l) Customizable performance measures reports, dashboards and financial management.
 - m) Client identification, application intake, eligibility determination, and processing.
 - n) Automated contract and budget process for review, approval, tracking, comments, actions and suspension capabilities of delegate agencies.
 - o) COSA and external user training on grants and contract management system.

RFCSP ATTACHMENT A, PART THREE

PROPOSAL PLAN

Respondent must provide a detailed, narrative response to the technical requirements as outlined below.

1. Explain any previous security breaches and describe the outcome and solution.
2. Explain how your proposed solution minimizes the risk of a breach.
3. Explain in detail your plan for adhering to the COSA IT Security standards as outlined in attachments AD 7.8 D (Access Control) and COSA Tech Standards.
4. Demonstrate method utilized to prevent comingling of COSA data with other entity and/or organizational data.
5. Describe how the system will maintain integrity of privacy data (names, addresses, phone numbers, etc...)
6. Explain methods to comply with Texas Business and Commerce Code 521.
7. Describe methods to comply with Statement on Standards for Attestation Engagements (SSAE) No. 16
8. Describe how information will remain secure.
9. Explain in detail your plan for deploying the solution for the Department of Human Services proposed Contract Management system.
10. Explain your plan for meeting the support and availability requirements.
11. Explain how your solution protects the privacy of client personal information.
12. Describe in detail testing and training services to be provided.
13. Explain implementation services to be planned and coordinated in conjunction with the City of San Antonio.
14. Explain how the system will be integrated within the current City of San Antonio technology system.
15. Please describe all available report writers, query tools, and other ancillary software.
16. List of installed software products and the production status of each, when they were implemented and which release.
17. Provide information about national-, regional-, and state-specific Users Groups that are supported by your company. Include contact information for Officers of those Users Groups.
18. Explain how your system will function within varied internet browsers.
19. Describe the timeline and schedule of tasks and events necessary for the system to be fully operational by October 1, 2017. This timeline should include any customization, testing, implementation and training phase.

RFCSP ATTACHMENT B
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf> .

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFCSP ATTACHMENT C
LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ____ No ____

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ____ No ____

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ____ No ____

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFCSP ATTACHMENT D

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) UTILIZATION PLAN

ATTACHED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT E

PRICING SCHEDULE

One Time Implementation	\$
Vendor Hosting – Annual Cost	\$
COSA Hosting – Annual Cost	\$
Annual Cost Year 1	\$
Annual Cost Year 2	\$
Annual Cost Year 3	\$
Annual Cost Renewal Option Year 4	\$
Annual Cost Renewal Option Year 5	\$

Additional fees may be incurred for customizations and training which will be finalized during the negotiations of the final contract.

PROGRESS PAYMENTS BASED ON MILESTONES

Milestone payments shall be made to the Contractor, when requested, in the amounts and at the frequencies agreed to by both parties after the execution of the contract. A kickoff meeting will be held at a location and time selected by the City where the Respondent and its staff will be introduced to the City. This meeting may be held telephonically. The City may terminate the contract if the City and Contractor are unable to agree upon a deliverable schedule and timeline that is satisfactory to the City. The City of San Antonio's authorization of milestone payments is subject to the Contractor's satisfactory performance, and the City may suspend or reduce milestone payments after finding evidence of the following:

- (1) The Contractor failed to comply with any material requirement of this contract
- (2) Performance of this contract is endangered by:
 - (i) The Contractor's failure to make progress; or
 - (ii) The Contractor's unsatisfactory financial condition.
- (3) The Contractor is delinquent in payment of the costs of performing this Contract in the ordinary course of business

RFCSP ATTACHMENT F

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/> or the direct link at: <http://www.sanantonio.gov/purchasing/saeps.aspx>

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE VENUE, THE INSURANCE AND INDEMNIFICATION REQUIREMENTS SET OUT IN RFCSP EXHIBITS 1 & 2. A FAILURE TO COMPLY WITH THE VENUE, JURISDICTION AND ARBITRATION, INTELLECTUAL PROPERTY, UNDISCLOSED FEATURES, OWNERSHIP AND LICENSES, CERTIFICATIONS, ACCEPTANCE CRITERIA, INSURANCE AND INDEMNIFICATION REQUIREMENTS OF THIS RFCSP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

RFCSP ATTACHMENT G
REQUIREMENTS TRACEABILITY MATRIX
ATTACHED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT H

VETERAN OWNED-SMALL BUSINESS PROGRAM (VOSBPP) TRACKING FORM

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

ATTACHED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT I

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 and sign it in front of a notary. Submit your signed and notarized Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the RFP number shown on the cover page of this solicitation.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

RFCSP ATTACHMENT J**PROPOSAL CHECKLIST**

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Respondent Questionnaire RFCSP Attachment A, Part One	
Experience, Background and Qualifications RFCSP Attachment A, Part Two	
Proposal Plan and Solution RFCSP Attachment A, Part Three	
Contracts Disclosure Form RFCSP Attachment B	
Litigation Disclosure Form RFCSP Attachment C	
*SBEDA Utilization Plan Form RFCSP Attachment D; and Associated Certificates, if applicable	
Pricing Schedule RFCSP Attachment E	
*Signature Page RFCSP Attachment F	
Requirements Traceability Matrix RFCSP Attachment G	
*Veteran Owned-Small Business Program (VOSBPP) Tracking Form RFCSP Attachment H	
*Certificate of Interested Parties Form (Form 1295) RFCSP Attachment I	
Proposal Checklist RFCSP Attachment J	
Proof of Insurability (See RFCSP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Software Escrow Agreement RFCSP Exhibit 3	
Proposal Bond and Associated Power-of-Attorney or Cashier's Check	
One (1) Original, eight (8) copies and one (1) CD of entire proposal in PDF format.	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.



City of San Antonio

SUBJECT: Request for Competitive Sealed Proposals – Contract Management System (RFP 16-108),
Scheduled to Open: **January 30, 2017**; Date of Issue: **December 16, 2016**

FROM: Paul J. Calapa
Procurement Administrator

DATE: January 6, 2016

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. 1 - TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSAL**

THE ABOVE MENTIONED REQUEST FOR PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

1. A call-in number has been set up for the Pre-Submittal Conference. If you choose to dial in, please refer to the contact information below for participation in the conference.

Local Access Dial-In Number: 210-207-9329
Toll Free Dial-In Number: 855-850-2672
WebEx Meeting number: 997 739 612



Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division



City of San Antonio

SUBJECT: Request for Competitive Sealed Proposals – Contract Management System (RFP 16-108), Scheduled to Open: **January 30, 2017**; Date of Issue: **December 16, 2016**

FROM: Paul J. Calapa
Procurement Administrator

DATE: January 20, 2016

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS ON COMMUNICATION:

- Question 1: Can companies from outside the USA apply for this (like from India or Canada)?
Response 1: Firms from outside the United States of America can reply to this solicitation request. Firms that respond to this solicitation must adhere to the Terms & Conditions of the RFCSP and resulting contract, if selected.
- Question 2: Do we need to come over for meetings?
Response 2: Attendance at pre-submittal conferences is not mandatory. If selected, attendance at project meetings for selected firm is expected.
- Question 3: Can we perform the tasks, related to the RFCSP, outside the USA (like from India or Canada)?
Response 3: Historically, the City has worked with firms that are headquartered outside the United States of America. Firms that respond to this solicitation must adhere to the Terms & Conditions of the RFCSP and resulting contract, if selected.
- Question 4: Can we submit the proposals via email?
Response 4: Please refer to Section 10 of this RFCSP for information regarding Submission of Proposals. Proposals sent by facsimile or email will not be accepted.
- Question 5: How many City of San Antonio employees will need to have direct access into the Contract Management System? This will help to determine the number of user licenses that are needed.
Response 5: Approximately 80 internal and external users will need access to the system.
- Question 6: What Accounts Payable software does the City of San Antonio utilize?
Response 6: The City of San Antonio utilizes ReadSoft as the Accounts Payable system which integrates with SAP.
- Question 7: Will the system be deployed in a Day Forward methodology, or will back scanning or involvement with documents predating the Go Live be desired?
Response 7: The system will require both capabilities; day forward method along with backing scanning.
- Question 8: Page 3 – Item 3 – Subpart D – Workflow Considerations: Are the proposed workflows already

documented/diagrammed? If so, will that information be made available to the candidates? If the provider is to document and design these processes, will access be provided to COSA resources, personnel and information for the purposes of workflow design?

Response 8: Multiple proposed workflows are currently documented and will be provided to the selected firm. Yes, the personnel and information resources will be made available to the selected firm to document future workflow designs.

Question 9: Page 3 – Item 4 – Subparts F, G and H – Automated Emails for Late Items/Missed Benchmarks: Are the criteria for being flagged as Late static, or will different items of the same category carry different acceptable periods for being addressed? In a similar vein, are the criteria for Missed Benchmarks specifically defined and the same for all records of a given category?

Response 9: Yes, different items of the same category will carry different acceptable periods for being addressed as late or upcoming deadline. No, the criterion for Missed Benchmarks is not specifically defined for all the records of a given category. We will work with the selected firm to define the specific categories for missed benchmarks and items being flagged internally for COSA as alerts and externally as reminders to vendor agencies.

Question 10: Page 3 – Item 5 – Automated Subtraction of Expenditures: Is the system expected to only make visible the data resulting from the subtraction of expenditures, or is the system intended to modify/update data in the back end system where this data is managed? Is the Balancing action to consist primarily of compiling the Invoice amounts and then referencing their accumulated total against the contract amount? What level of interaction is desired in the management of Line Items within the budget? What is the nature of the back end system that manages the budget data, including product name, database type for this system, is SKD/API level interaction available and is this system locally hosted by COSA?

Response 10: Yes, the intention of the system is to afford multiple users the ability to view, modify/update the data and keep record of data in the system electronically, on the back end system where this data is managed. Multiple (moving line items) and permission levels of interaction is desired in the management of line items within the budget. There is not a product that currently performs this task pertaining to the budget data. It is desired that the budget balancing action consist of automatic and manual compilation of the Invoice amounts and then referencing their accumulated total against the contract amount again with various permission levels.

Question 11: Re: Page 4 – Item 7 - Interaction with COSA Accounts Payable System: What level of interaction/communication is desired? Will the system be expected to read only, or also to write to the accounts payable system? What is the product name and version of the COSA Accounts Payable system? Is it locally hosted by COSA? Is API/SDK interaction with the system available? What is the nature of the database utilized by this system? Will queries be allowed to be executed against the system's database?

Response 11: The City of San Antonio utilizes ReadSoft as the Accounts Payable System that also integrates with SAP. The system is a Finance Accounts Payable scanner and Invoice processing software. The system is COSA hosted. The system shall be expected to upload documents into the COSA ReadSoft system. Yes, queries should be executed. The nature of the database in the system is to hold the invoices until processed.

Question 12: Re: Page 4 – Item 10 – Interaction with COSA Document Management System: What is the nature of this desired interaction? What is the product name and version of the COSA Document Management system? Is this system locally hosted by COSA?

Response 12: The name of the document management system is BRAVA FileNet IER that is hosted by COSA. This system will primarily be utilized for records retention management.

Question 13: Re: Page 4 – Item 14 – Ability to Apply Electronic Signatures: Is information available with respect to accepted protocols/methodologies for the electronic signatures?

Response 13: Yes, electronic signature protocols will be provided to the selected firm.

Question 14: Re: Page 4 – Item 21 – Managing Other Documents and Approvals: Is the handling of these

other types of documents and their approval workflows to be a part of the initial system build out, or does COSA just desire that the system be able to accommodate these other types of documents and workflows? If this is to be part of the initial system configuration, is information available as to the number and nature of these other document processes to be built and the nature of the workflows desired?

Response 14: Yes, the handling of these other types of documents and their approval workflows is part of the initial system build out. Yes, information is available as to the number and nature of these other document processes to be built and the nature of the workflows desired.

Question 15: Re: Page 45 – Item 17 – SSAE 16 Compliance: Is there a preference for having the system hosted in a Secure Cloud Computing Environment? Is it desirable for the system to be locally hosted by COSA?

Response 15: Foremost preference is that the system is locally hosted by COSA. Additional options will be considered; such as, having the system hosted in a Secure Cloud Computing Environment.



Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division



City of San Antonio

SUBJECT: Request for Competitive Sealed Proposals – Contract Management System (RFP 16-108),
Scheduled to Open: **February 13, 2017**; Date of Issue: **December 16, 2016**

FROM: Paul J. Calapa
Procurement Administrator

DATE: January 26, 2017

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. III - TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSAL**

THE ABOVE MENTIONED REQUEST FOR PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

1. The **submission deadline** has been changed from: **Monday, January 30, 2017, 11:00 a.m., local time** to **Monday, February 13, 2017, 2:00 p.m., local time.**

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011. RESTRICTIONS ON
COMMUNICATION:**

Question 1: Does the City of San Antonio, Department of Human Services currently use or planning to implement the following Microsoft products: Cloud-based Office 365; SharePoint; Microsoft Outlook?

Response 1: This question will be answered in a follow up addendum.

Question 2: Please confirm the number of users from each agency requiring access to the system. Does the number include users responsible for: managing agency contract budgets; program performance measures; compliance; reporting activities; management oversight?

Response 2: The number of users may vary, but estimate around 60 agencies or external users for the system. There will be one user per agency granted access at a time.

Question 3: Please confirm the number of users from the Department of Human Services requiring access to the system. Does the number include users responsible for: managing agency contract budgets; program performance measures; compliance; reporting activities; management oversight?

Response 3: The anticipated number of internal users or Department of Human Services users requiring access is approximately 20.

Question 4: Are contracts awarded to the same agency each year?

Response 4: Contracts are awarded based on the most qualified submission, which could potentially include the same agency and/or a different agency.

Question 5: On average, how many "high risk" agencies does COSA DHS monitor annually?

Response 5: On average there are 17 delegate agency contracts that may be considered high risk each year.

Question 6: On average, how many monitoring site visits? Can DHS share the standard monitoring tool used?

Response 6: DHS conducts at least one site visit per agency program per year. In FY2017, there are 93 programs to monitor. DHS uses standard monitoring tools amongst all programs.

Question 7: Does DHS perform pre-award risk analysis? Can DHS share a copy of the standard analysis?

Response 7: DHS does have a formalized risk analysis that is conducted for pre-award. However; DHS does take into consideration past performance and contract compliance when considering funding or recommended awards to agency programs that have been funded previously. Attached is the Delegate Agency Scoring Summary Guide used to rate past performance.

Question 8: Our proposed solution is built upon a Microsoft-hosed platform for business applications, meaning that there is a large portion of solution which is provided as a service and would therefore not be possible to submit the source code into a software escrow account. Would the City consider modifying the software escrow requirement such that only the source code for custom developed components unique to this implementation would need to be kept in escrow?

Response 8: This question will be answered in a follow up addendum.

Question 9: Can the City clarify the scope of data migration, if any? If so, can the City provide approximate volumes of data in terms of the number records and how the records are currently stored?

Response 9: DHS does not anticipate migrating any legacy data. Current documents and data will remain on a separate shared drive and will be accessed through those means.

Question 10: If data conversion is part of the scope, would the scope of the conversation also include any electronic documents? If so, can the City provide approximate volumes in terms of number of documents and approximate size (either average file size of an individual document, or total size of all documents to be converted)?

Response 10: Data conversion is not part of the scope.

Question 11: Can the experience and references of a sub-contractor(s) on the proposed team be used to qualify the minimum 3 required references?

Response 11: No, references are required to be submitted in accordance to the standards as outlined in the RFCSP.

Question 12: The requirement for the Proposal Bond may limit proposals from experienced local small businesses. Would the City consider eliminating this requirement?

Response 12: The proposal bond guarantees that the bidder will enter into a contract within a specified period of time and will provide the required performance bond. As such, the City cannot consider eliminating this requirement.

Question 13: The requirement for a Performance Bond may limit proposals from experienced local small businesses. Would the City consider eliminating this requirement?

Response 13: Unfortunately, the City cannot consider eliminating this requirement. This bond guarantees the fulfillment of the contract terms and conditions.



Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

- k. Ability to create secondary budgets under delegates primary budget
- l. Ability to route shopping lists to specific secondary budget for utilization
- m. Shall provide grantor ability to audit line items on shopping list after equipment goods received by delegate (attach pictures, pdf, and/or common file formats)
- n. Able to print approved and paid shopping list for auditing purposes

- Item 9: The solution shall convert all documents/forms into a PDF form and Excel
- Item 27. Vendors shall provide training for system users
- Item 28. Shall integrate with Microsoft Outlook Email and Calendar

4. Section 004 Scope of Service: the following language has been **removed**:

- Item 3: A solution to automate the workflow process when agencies' make submission into the system
- d. Provide a mapped and approval workflow

5. Section 008 Proposal Requirements – Proposal Bond. Submit proposal bond in the amount of \$5,000 rather than the 10% as outlined in the original RFCSP.

6. Attachment G – Requirements Traceability Matrix: additional Functional Requirements have been added refer to the updated document.

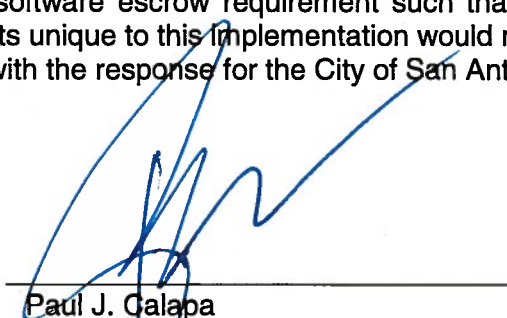
QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS ON COMMUNICATION:

Question 1: Does the City of San Antonio, Department of Human Services currently use or planning to implement the following Microsoft products: Cloud-based Office 365; SharePoint; Microsoft Outlook?

Response 1: Currently the City of San Antonio does not utilize Cloud-based Office 360 however the City does utilize SharePoint and Outlook.

Question 2: Our proposed solution is built upon a Microsoft-hosed platform for business applications, meaning that there is a large portion of solution which is provided as a service and would therefore not be possible to submit the source code into a software escrow account. Would the City consider modifying the software escrow requirement such that only the source code for custom developed components unique to this implementation would need to be kept in escrow?

Response 2: Please submit modifications with the response for the City of San Antonio to review.



Paul J. Galapa
Procurement Administrator
Finance Department – Purchasing Division



City of San Antonio

SUBJECT: Request for Competitive Sealed Proposals – Contract Management System (RFCSP 16-108), Scheduled to Open: **February 13, 2017**; Date of Issue: **December 16, 2016**

FROM: Paul J. Calapa
Procurement Administrator

DATE: February 1, 2017

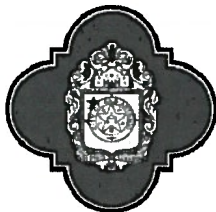
THIS NOTICE SHALL SERVE AS ADDENDUM NO. IV - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL

THE ABOVE MENTIONED REQUEST FOR PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

1. Staff Contact Person: Rebecca Garza, 210.206.2745, Rebecca.Garza@sanantonio.gov
2. Section 003 Background: the following language has been added: Pre-K 4 SA is also undertaking an initiative to implement an automated contract and budget management solution as well. The department has awarded 4.2 million dollars in grants contracts to 15 agencies encompassing 22 different Pre-K educational programs.

Additionally Pre-K 4 SA manages and executes the procurement for child development centers. Currently agencies submit their requested materials; Pre-K 4 SA reviews, approves or denies the procurement request. After materials are purchased Pre-K 4 SA manually tracks items received and issued to the agency. The agency updates the spreadsheet confirming receipt and identifying any issues with the items. Pre-K 4 SA then tracks the expenditure against the agency's allocated budget.

3. Section 004 Scope of Service: the following language has been **added**:
 - Item 1: A solution to provide web based portal for agencies to logon to manage contract requirements
 - b. Ability to generate performance measures report
 - g. ability for external agency users to approve purchased line items as they are received through workflow approval tasks
 - Item 3: A solution to automate the workflow process when agencies' make submission into the system
 - e. Provide a visual workflow approval and visual indicator of status in progress
 - Item 4: A solution to provide automation in managing of agencies' contracts
 - i. Performance alert notifications should be complied and viewable on user dashboards
 - Item 5: A solution to automatically subtract expenditures from the Delegate Agency (DA) budget once business workflow approval process is satisfied
 - h. Ability of external agencies to create shopping lists with or without pricing for approval
 - i. Ability of grantor to review shopping list and approve/deny specific line items and send to delegate agency for approval
 - j. Ability to sequentially track approved shopping list and impact to the budget



City of San Antonio

SUBJECT: Request for Competitive Sealed Proposals – Contract Management System (RFCSP 16-108),
Scheduled to Open: **February 17, 2017**; Date of Issue: **December 16, 2016**

FROM: Paul J. Calapa
Procurement Administrator

DATE: February 8, 2017

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. V - TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSAL**

THE ABOVE MENTIONED REQUEST FOR PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

1. The submission deadline has been changed from **Monday, February 13, 2017, 2:00 p.m.**, local time to **Friday, February 17, 2017, 2:00 p.m.**, local time.
2. The deadline for submitting questions has been extended until **2:00 p.m., Central Time, on Friday, February 10, 2017.**
3. **Add:** Excel version of Attachment G – Requirements Traceability Matrix.

A handwritten signature in blue ink, appearing to be 'P. Calapa', written over a horizontal line.

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

City of San Antonio
Information Technology Environment Description

The City of San Antonio Information Technology Services Department (ITSD) will provide computing and infrastructure services for the selected hardware and software solution in one or both of two datacenters that are currently in operation. The two datacenters are interconnected by redundant high-speed Dense Wavelength Division Multiplexing (DWDM) links with servers and storage hosted in both environments. ITSD will manage the Data Center Layer, Networking Layer, Device Layer, Operating System Layer, and Application Infrastructure Layer for the information technology components of the proposed System in accordance with a SLA to be jointly developed by ITSD, the system provider, and the business owner of the System. Management of the Application Layer (business logic) will be determined by SLA.

To the extent that information technology equipment necessary to support the System must be deployed outside of the City's managed datacenter environment, the respondent must include in their response the scope necessary to provide appropriate environmental and compliance controls for the proposed System.

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Information Management

***S=Standard Product(s), P=Preferred Product(s), G=Guidance Info Only.**

If the Information Technology Standards & Guidelines does not address a specific technical area, the user should seek guidance from the Director, Information Technology.

Information Management: Section 1	Policy or Product	S/P/G *	Remarks
Directory Services	Microsoft Server 2008 R2 Active Directory	S	The City is currently evaluating LDAP-based alternatives
Enterprise Backup	Symantec NetBackup 7.x	S	The City does not utilize tape media for backups The City uses a disk based backup solution for all backup operations.
Relational Database Management Systems	Oracle 11.2.x MS SQLServer 2008	P S	Enterprise and large-scale systems with high capacity, complex design and/or high volume transactional requirements
	Oracle 11.2.x MS SQLServer 2008	G	Mid-scale systems with moderate capacity and/or transactional volume requirements
Database Access	SQL*Plus OCI-compliant client	S G	
	ODBC	G	
File Formats	IT guidance	G	Follow IT guidance for recommended file extensions
Data Administration Implementation	IT guidance	G	IT is currently evaluating the use of tools in this area
Data Warehousing and Mining	SAP BI 7.01 / NW 7.01 (EHP1) non-unicode / SP16	S	For SAP-based data
Messaging	Microsoft Exchange 2007 SP3	S	
Presentation and Interface Standards			
<ul style="list-style-type: none"> Application Standard Interfaces 	Web Services: .Net 3.5 or higher Web Applications: .Net 4.0 or higher API	P P G G	Follow IT guidance
<ul style="list-style-type: none"> Mobile Devices 			

Information Distribution

***S=Standard Product(s), P=Preferred Product(s), G=Guidance Information Only**

If the Information Technology Standards and Guidelines policy does not address a specific technical area, the user should seek guidance from the Director, Information Technology.

Information Distribution: Section 2	Policy or Product	S/P/G *	Remarks
E-Mail with Attachments <ul style="list-style-type: none">SMTP	MS Exchange with outbound SMTP	S,G	See IT for guidance
<ul style="list-style-type: none">Active Sync	Supported for use with smartphones and mobile devices	G	See IT for guidance
File Transfer Service <ul style="list-style-type: none">HTTPSSFTP	SFTP Client (Core FTP LE 2.1 or higher)	S S	

Applications

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If the Information Technology Standards and Guidelines policy does not address a specific technical area, the user should seek guidance from the Director, Information Technology.

Applications: Section 3

	Policy or Product	S/P/G *	Remarks
Enterprise Resource Planning	SAP ECC6 / EHP7 / NW 7.01 (EHP1) non-unicode / SP5	S	<ul style="list-style-type: none"> • Production implementation date was April 2004. • ECC6 upgrade completed April 2009. • SAP Enterprise Portal completed 2010 <p>Core modules include: HR FI MM SD PS PM GM</p> <p>The application is accessible from any site or client VPN within the corporate network</p> <p>Current access methods include: client server run-time objects, Citrix, and SAP Enterprise Portal.</p>
Procurement	SAP SRM 7.0 / NW 7.01 (EHP1) unicode / SP14	S	<p>SAP Enterprise Portal completed 2010</p> <p>Current access methods include: client server run-time objects, Citrix, and SAP Enterprise Portal.</p>
Document Management	FileNet P8 v4.5.x	S	The City has plans to upgrade to v5.1 in 2015
Cooperative Work Applications	<ul style="list-style-type: none"> • Collaborative Processing (internal use only) • Workflow • External File Sharing 	<p>MS Exchange 2007 MS SharePoint 2003</p> <p>SAP IBM FileNet</p> <p>Globalscape EFT Server</p>	<p>S</p> <p>G G</p> <p>S</p> <p>See IT for guidance</p>
Content Management	FileNet P8 v4.5.x	G	See IT for guidance
Web Server	IIS 7.0	S	
Web Content Management	DotNetNuke Enterprise Edition 7.0.x	S	

Applications: Section 3	Policy or Product	S/P/G *	Remarks
Web Portal	Citrix XenApp 5.0 DotNetNuke Enterprise Edition 7.0.x	P,G G	See IT for guidance
Office Automation	MS Office 2007 MS Internet Explorer 9 MS Internet Explorer 10 Firefox 15.x (or higher) Safari 6.x (or higher) Chrome 22.x (or higher) MS Outlook 2007 Adobe Reader 10.x MS Project 2007 MS Visio 2007 Std.	S S,G P S,G S,G S,G S S G G	Excludes MS Access See IT for guidance on “extensions” See IT for guidance
GIS Mapping	ESRI ArcGIS Desktop v10.x ESRI ArcGIS Server v10.x ESRI ArcSDE v10.x	S S S	Using Windows OS Using IIS with SSL if external Using MS SQL Server
GIS Web Development	MS Visual Studio 2013	S	
Web Development Tools	MS Visual Studio 2013 MS Visual Studio 2010 MS Visual Studio 2008	S G G	Follow IT guidance in extending legacy systems to the Web and Service-Oriented Architecture
Digital Signature	Pending	G	
Application Development Tools	MS Visual Studio 2013 Netweaver 7.x PL SQL	S S S	Follow IT guidance for configuration
Application Integration	Web Services Netweaver XI 7.11 SP13	S G	Follow IT guidance
Report Writers	Business Objects 3.1 Crystal Reports 2008 Xcelsius Dashboards	S G G	Follow IT guidance for data integrity and access

Computing Resources

***S=Standard Product(s), P=Preferred Product(s), G=Guidance Information Only**

If the Information Technology Standards and Guidelines policy does not address a specific technical area, the user should seek guidance from the Director, Information Technology.

Computing Resources: Section 4	Policy or Product	S/P/G *	Remarks
Workstation <ul style="list-style-type: none"> Tier 1 Tier 2 Tier 3 	2.5GHz Intel Core i5 Two 2.5GHz Intel Core i7	S P G	In general, current IT standards provide a minimum baseline. IT will provision best value desktops that efficiently support the Refresh Policy. For specialized requirements seek IT guidance
Bus Standards	PCI	G	
Memory (RAM) Standards (EDO, SDRAM, DRAM) <ul style="list-style-type: none"> Tier 1 Tier 2 Tier 3 	4GB 6GB 8GB (or higher)	S P G	In general, current IT standards provide a minimum baseline. IT will provision best value desktops that efficiently support the Refresh Policy. For specialized requirements seek IT guidance
Server Hardware Configuration	SUN SPARC64 VI UltraSPARC T1 AMD Opteron Intel Xeon	P S	Solaris Database Server: M5000 Solaris Application Server: M4000, Blade 6000 Windows: 8 core Xeon E5-2665 (or higher) Processor, 20MB Cache, 2.40GHz (or higher), 1600 MHz FSB Virtual Hosts: Cisco UCS w/B-Series Blade Servers
Virtual Server Environment	VMWare Vsphere 5.1	S	The City uses a virtualization first approach when provisioning servers.
Mainframe Environment	IBM z890 z/OS 1.10 Software AG Natural 4.2.4 Software AG Adabas 8.1.4	G	The IBM z-series mainframe platform is being twilighted by the City
Disk Storage	FC SAN (HDS, Cisco) iSCSI (HDS, Nimble) NTFS ZFS CIFS/SMB (HDS\BlueArc)	S S S S S	IT guidance for application specific requirements
Workstation Operating Systems	Windows 7 SP1 Mac OSX 10.x	S G	

Computing Resources: Section 4	Policy or Product	S/P/G *	Remarks
Server Operating Systems <ul style="list-style-type: none"> General File & Print Servers Application Servers Database Servers 	Windows Server 2008 Windows Server 2008 Windows Server 2008 R2 Windows Server 2008 EE Windows Server 2012 Solaris 10 Zones Solaris 10 Windows Server 2008 Solaris 10	S S P G G S G S P	Follow IT guidance
Telephony <ul style="list-style-type: none"> IVR VoIP ACD 	Cisco Unified Communications Manager 9.1.x Cisco Cisco	P S S	

REQUIREMENTS TRACEABILITY MATRIX						
				Vendor Solicitation Responses		
FC #	Functional Category (FC)	Rqmt #	Functional Requirement	Can vendor solution meet requirement Y/N	Does requirement require customization Y/N	Vendor Comments
1.00			Managing of Delegate Agency's Contracts			
		1.01	The solution shall have a web base portal for 80 users			
		1.1.1	Shall have 60 external users			
		1.1.2	Shall have 20 internal users with different permissions			
		1.02	Shall have a home page for Delegate Agencies			
		1.03	Shall provide management of users access to the system			
		1.03.1	Administrator will have access controls to create external/Internal user profiles			
		1.04	The website shall be backed up nightly and be able to be restored on one hours notice			
		1.05	The website shall be secure from hackers			
		1.06	The website shall provide real time performance			
		1.07	The website shall provide reliability			
		1.08	The website shall provide availability			
		1.09	The website shall be recoverable			
		1.10	The website shall provide data integrity			
		1.11	The website shall be provide usability			
		1.12	Shall have dashboard for each user			
		1.12.1	Shall provide a dashboard in viewing delegant agencies' budget and how much has been spent and how much is available			
		1.12.2	Ability to obtain the progress of approval of submission			
			Ability to generate performance measures report			
			1.12.3	Ability to obtain the progress of approval of submission of an invoice automatically		
		1.12.4	Ability to obtain the progress of approval of submission of a budget revision automatically			
		1.12.5	The website shall provide efficiency			
		1.15	The website shall provide flexibility to run on different browsers			
			Ability for external agency user to approve purchase line items as they are received through workflow approval tasks			
2.00			Workflow			
		2.01	Shall have work flow to include business rules for submission of the Delegate Agencies' contract budget			
		2.02	A solution to automate the workflow process when agencies' make submissions into the system			
		2.03	Tracks date and time of when, what, and who in the agency viewed, made submissions or changes in the system			
		2.04	Tracks date and time of when, what, and who in the division viewed, made submissions or changes in the system			
		2.05	Provides audit trail of all activities that occur in the system			
		2.06	Provide a visual of workflow approval and visual indicator of status in progress			
3.00			A solution to provide automation in managing of agencies' contracts			
		3.01	To provide an electronic way for agencies to submit a scope of work form into the system			
		3.02	To provide an electronic way for agencies' to submit a performance measures report into the system			

		3.03	To provide an electronic way for agencies' to submit an invoice into the system	
		3.04	To provide an electronic way for agencies' to submit a budget revision into the system	
		3.05	System shall automatically send emails to CoSA when agencies submit anything into the system	
		3.06	System shall automatically send email reminders to agencies if reports are late	
		3.07	System shall automatically send alert emails to CoSA if agency is late in submissions of performance measures reports, invoices and budgets	
		3.08	System shall automatically send alert emails to CoSA if agency is not meeting performance goals	
			Performance alert notifications should be compiled and viewable on user dashboard	
			System shall automatically send alert emails to agency if not meeting performance goals	
			A solution to automatically subtract expenditures from the budget once business workflow approval process is satisfied	
4.00		4.01	Will track budget to eliminate the use of using spreadsheets	
		4.02	To provide automated balancing of budget when invoices are approved by CoSA	
		4.03	Ability to track expenditures and budgets throughout the contract year electronically	
		4.04	Ability to manage line items within the budget electronically	
		4.05	Ability to track budget to actual on each program	
		4.06	Ability to track any budget revisions or adjustments to the budget automatically	
		4.07	Ability for CoSA fiscal staff to make approved adjustments to the invoice when necessary	
			Ability of external agencies to create shopping lists with or without pricing for approval	
			Ability of grantor to review shopping list and approve/deny specific line items and send to delegate agency for approval	
			Ability to sequentially track approved shopping list and impact to the budget	
			Ability to create secondary budgets under delegates primary budget	
			Ability to route shopping lists to specific secondary budget for utilization	
5.00			Submitting Required Forms Electronically	
		5.01	Shall provide an online performance measures form for Delegate Agencies to submit electronically	
		5.02	Shall provide an invoice form online for Delegate Agencies to submit electronically	
		5.03	Shall provide an online budget revision form for Delegate Agencies to submit electronically	
		5.04	Shall provide the ability to track submission of a performance measure electronically	
		5.05	Shall provide the ability to track a submission of an invoice electronically	
		5.06	Shall provide the ability to track submission of a budget revision electronically	
		5.07	Shall provide the ability to track of budget revisions activities electronically	
		5.08	Shall track expenditures and budgets for each program electronically	
		5.09	Shall have the ability to track line items within the budget electronically	
		5.10	Shall have the ability to make adjustment to the budget as invoices are processed electronically	
		5.11	Shall provide the ability to run various ad-hock reports	
		5.12	Shall integrate with Microsoft Outlook Email & Calendar	
		5.13	Shall integrate with accounts payable in SAP	
6.00			Ability to provide reports electronically	
		6.01	Reports to identify how many services a program provided	
		6.02	Reports on different categories of funding awarded to agencies electronically,	
		6.03	Ability to and track and report what agency programs are late or missing reports for the month	

7.00			A solution should integrate with CoSA's accounts payable system				
8.00		8.00	Document Management				
		8.01	The solution shall have the ability to print documents/forms that have been submitted into the system and any reports created within the system				
		8.02	The solution shall transpose all documents/forms into a PDF form				
			The solution shall have ability to download data to Excel and create PDF's				
		8.03	The solution shall integrate with the City of San Antonio's document management system for records retention purposes				
		8.04	Shall provide user access to upload documents				
		8.05	Shall provide flexibility in modifying form templates				
			Shall provide grantor ability to audit line items on shopping list after equipment goods received by delegate (attach pictures, pdf, and/or common file formats)				
			Able to print approved and paid shopping list for auditing purposes				
9.00		9.00	Training				
			Vendor to provide training on system				

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Tracking. **This solicitation is not eligible for a preference** based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term “veteran” means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as “small” for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Title

Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: _____

Name of Respondent:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of SUBCONTRACTOR Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		